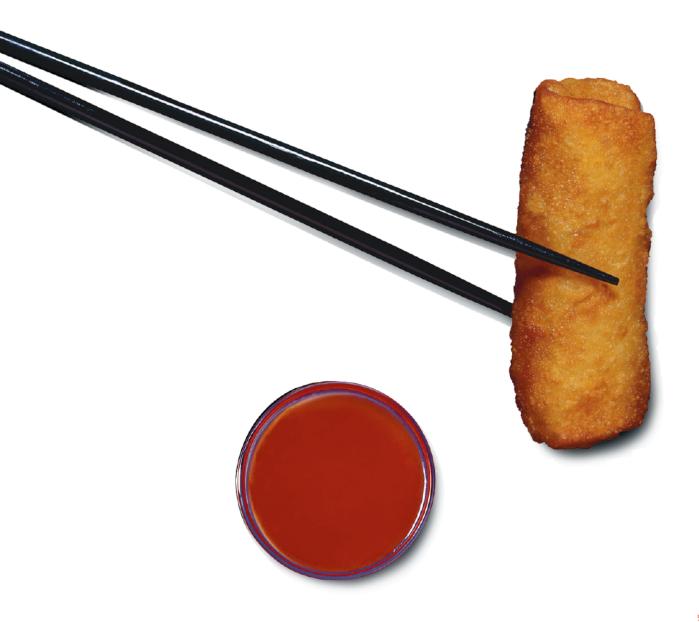


THE OFFICIAL USA PAVILION SIAL CHINA 2004 5TH INTERNATIONAL FOOD, BEVERAGE, WINE AND SPIRITS EXHIBITION IN CHINA

MARCH 30-APRIL 1, 2004 | SHANGHAI NEW INTERNATIONAL EXPO CENTRE | SHANGHAI, CHINA







CURRENT LIST OF 2004 USA PAVILION EXHIBITORS (AS OF AUGUST 2003)

- A. Duda & Sons, Inc
- Blue Diamond Growers
- Celestial Seasonings
- Evans Food Group
- Farmland Foods
- Global Merchandising Corporation
- Golden Gate Merchant Co.
- Golden West Nuts
- Graceland Fruits
- Greaton Corporation
- Illinois Department of Agriculture
- M&V Global Foods/ Crowley Foods
- Now Foods
- Perdue Farms Inc.
- Primex International Trading Corp.
- Sun-Maid Growers
- Trout Blue Chelan
- USA Poultry & Egg Export Council
- Valley Fig Growers
- WUSATA
- Weaver Popcorn



United States Department of Agriculture U.S. Agricultural Trade Office Shanghai Shanghai, China

Dear Food Industry Executive:

The U.S. Agricultural Trade Office in Shanghai and IMEX Management invite your company to participate in the USA Pavilion at SIAL China 2004 from March 30-April 1 in Shanghai's New International Expo Centre.

The time has never been better for your company to explore China's promising food and agricultural trade opportunities and its largest city, Shanghai, provides the perfect venue. We are very optimistic about current and future trade prospects not only in Shanghai, but in other urban areas throughout China.

The country's transition to a market economy and trade liberalization fostered by China's accession to the WTO have yielded significant gains in U.S. sales of meat, poultry, citrus, and other consumer-related products. Continued economic growth is adding to the already considerable demand for high-quality foods and beverages and as WTO-mandated reductions in import tariffs and other market access improvements take hold, we are beginning to see the development of improved distribution and transportation systems. These changes will improve the competitiveness of imported foods and beverages in the Shanghai market and should lead to expanded trade opportunities in the largely untapped urban markets of China's interior provinces.

This is an ideal time to enter the Chinese market for a variety of food and agricultural products. Exhibiting in the USA Pavilion at SIAL China 2004 in Shanghai is an extraordinary opportunity to see for yourself the potential in the world's most populous and fastest growing market.

We very much look forward to seeing you in Shanghai next March at SIAL China 2004.

Sincerely,

Ralph Bean Deputy Director

Agricultural Trade Office

U.S. Consulate General Shanghai

The Official USA Pavilion at SIAL China 2004

Participation in the official USDA-endorsed USA Pavilion at SIAL CHINA 2004 offers you the prestige and visibility of exhibiting with other U.S. companies while keeping your own identity... your individual booth with a cost-effective, complete service package.

EXCLUSIVE SERVICES & AMENITIES TO ALL USA PAVILION PARTICIPANTS:

- Marketing support services from the USDA and U.S. Agricultural Trade Office-Shanghai
 including local promotion to importers, on-site market briefing and on-going market
 assistance during the show
- The U.S. Agricultural Trade Office in Shanghai will organize a supermarket tour of a major retailer in Shanghai
- Pre-show promotion
- Strong USA identification focal point for international importers and brokers
- Prime location on show floor
- One individual entry in official show catalog, website and USA Pavilion directory
- Professional guidance and total logistical coordination from IMEX Management staff in the U.S. and on-site in China
- Assistance with hotel accommodations and shipping
- Daily booth cleaning

EACH FULLY-FURNISHED 9 SQUARE METER BOOTH INCLUDES:

All services & amenities plus:

- Wall-to-wall carpeting
- Back and side hard walls
- Fascia with company name
- Lighting
- 1 electrical socket
- 1 table & 2 chairs
- Lockable demonstration counter
- 2 wall shelves (1 meter long each)
- Wastebasket
- One copy of the SIAL CHINA 2004 Show Catalog

USA Pavilion Stand Package Fees Comprehensive Booth Package





ACT NOW!

Space is limited and will be allocated based on the order applications and deposits are received.

U.S. Agricultural Trade Office - Shanghai

Ross Kreamer

Director

TEL +86/21 6279 8622 FAX +86/21 6279 8336 EMAIL atos@public.sta.net.cn WEB www.atoshanghai.org

U.S. Department of Agriculture Foreign Agricultural Service Trade Show Office

Khaliaka Meardry

TEL 1.202.720.3065
FAX 1.202.690.4374
EMAIL khaliaka.meardry@
fas.usda.gov

FOR MORE INFORMATION ON EXHIBITING AT SIAL CHINA

IMEX MANAGEMENT INC.

Kelly Wheatley

505 East Boulevard Suite 200 Charlotte, NC 28203 USA

TEL 704.365.0041 FAX 704.365.8426 EMAIL sial@imexmgt.com



OCTOBER 17-21, 2004 PARIS, FRANCE 2 1 S T E D I T I O N



APRIL 13-15, 2005 MONTRÉAL, CANADA 3 R D E D I T I O N



SEPTEMBER 2005 BUENOS AIRES, ARGENTINA



THE USA PAVILION AT SIAL CHINA 2004 IS ORGANIZED BY IMEX MANAGEMENT, INC.

505 EAST BOULEVARD, SUITE 200 CHARLOTTE, NC 28203 USA

TEL 1.704.365.0041 **FAX** 1.704.365.8426

EMAIL SIAL@IMEXMGT.COM
WEB WWW.SIAL.FR

Financial Assistance Available

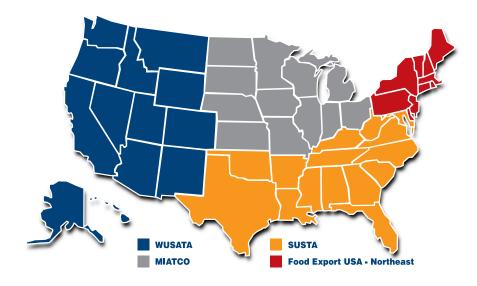
SMALL BUSINESSES REACH NEW MARKETS

Your company may be eligible to take advantage of a financial support that helps offset the costs of exhibiting at international trade shows. By exhibiting in the USA Pavilion, eligible companies can receive 50% cost reimbursement for a variety of expenses, including exhibiting fees, international travel costs, set-up rental and freight.

MAKE THE MOST OF YOUR PARTICIPATION AT SIAL

Food Show PLUS!sm will be offered at SIAL China. This service provides you with the information and in-market support you need to be more prepared to do business at the show. The list of services offered may include: pre-show feedback on the competitive position of your product, translation of company profile, on-site interpreters, pre-arranged meetings with potential buyers and follow-up assistance after the show.

Interested companies are encouraged to contact the appropriate organization based on their geographic location, to see if it's available for you!



WESTERN US AGRICULTURAL TRADE ASSOCIATION (WUSATA)

Vancouver, Washington

CONTACT

Alexa Hamilton 360.693.3373 360.693.3464 [fax] www.wusata.org alexa@wusata.org

MID-AMERICA INTERNATIONAL AGRI-TRADE COUNCIL (MIATCO)

Chicago, Illinois

CONTACT

Michelle Rogowski 312.944.3030 312.944.1144 [fax] www.miatco.org mrogowsk@miatco.org

FOOD EXPORT USA - NORTHEAST

Philadelphia, Pennsylvania

CONTACT

Suzanne Milshaw 215.829.9111 215.829.9777 [fax] www.foodexportusa.org smilshaw@foodexportusa.org

SOUTHERN US TRADE ASSOCIATION (SUSTA)

New Orleans, Louisiana

CONTACT

Dinorah Cobos 504.568.5986 504.568.6010 [fax] www.susta.org dinorah@susta.org



Booth Application & Contract Form

USA Pavilion at SIAL China 2004

March 30-April 1, 2004 | Shanghai, China

The company, as described below, hereinafter referred to as "Exhibitor", applies for participation in the USDA-endorsed **USA Pavilion at SIAL China 2004** in Shanghai, China organized by IMEX Management, Inc. hereinafter referred to as "Management".

| | hibitor (Company) | | | |
|--|---|---|---|--|
| Str | eet Address | | | |
| City | у | State _ | Zip Co | ode |
| Pho | one | Fax | Email | |
| *If Ł | billing information is differer | nt from above, plea | se attach. | |
| Per | rson Responsible for Exl | hibit Planning | | |
| Naı | Name Title | | | |
| Pro | oducts to be exhibited, in | ncluding brand nan | nes | |
| All Reg | hibit Space Requested booths include the services gistration File 2004. | s & amenities speci | fied in the USA | Pavilion Exhibitor |
| A. | Booth Reservation EARLY REGISTRATION | (through October 3 | 1, 2003) | |
| | ☐ a total of 9 sqm b | | | = US\$ |
| | STANDARD REGISTRAT | ION (after Octobe | r 31, 2003) | |
| | ☐ a total of 9 sqm b | oooth(s) | @ US \$4,995 | = US\$ |
| В. | Corner Premium | | | |
| | corners | | @ US \$500 | = US\$ |
| C. | Total | | | = US\$ |
| _ | Deposit Due With Appli | | • • | LIOA |
| D. | Doposit Duo tittii Appi | ication (50% of C | •) | = US\$ |
| Pay | yment Information: PI % deposit due with Booth A | ease make check | s payable to | IMEX Management, |
| Pay 509 We and che sign aut he | yment Information: Pl | ease make check Application Form; 5 g company, hereby e reverse side of overing the exhibit sly represents and d it to the terms he | as payable to 0% balance du apply and agrethis application space as indicavarrants to Marreof. The under | IMEX Management, le December 1, 2003. Le to comply by the Ter. Enclosed is our deported above. The personagement that he or shoring a complete the complete that he or shoring the complete that he complete the complete the complete that he complete the complete the complete that he complete the complete th |
| Pay 509 We and che sign aut he App | yment Information: PI % deposit due with Booth A e, the undersigned exhibiting d Conditions printed on the eck for US\$, coning this document express thorized by Exhibitor to bind or she has read and according the property of the p | ease make check Application Form; 5 g company, hereby e reverse side of overing the exhibit sly represents and d it to the terms he expts the terms as | as payable to 0% balance du apply and agrethis application space as indicavarrants to Marreof. The under set forth on | e December 1, 2003. ee to comply by the Ter . Enclosed is our deporated above. The personagement that he or shoring signed acknowledges to |

Four easy steps to apply

- Read Terms & Conditions of participation on reverse side.
- Complete and sign the Booth Application & Contract Form.
- Make deposit check payable to IMEX Management, Inc.
- 4 Send ORIGINAL
 APPLICATION and check
 (retain yellow copy) to:
 IMEX Management, Inc.
 Attention: Kelly Wheatley
 505 East Boulevard
 Suite 200
 Charlotte, NC 28203 USA
 Tel: 1.704.365.0041

lel: 1.704.365.0041 Fax: 1.704.365.8426 Email: sial@imexmgt.com

Terms and Conditions

USA Pavilion at SIAL China 2004

Upon acceptance of your completed Booth Application and Contract Form and booth deposit, the following Terms & Conditions will be in effect and are subject to such additions or changes as may be made by IMEX Management, Inc. in the Exhibitor's Manual. Exhibitors will be promptly advised of any changes or additions.

PLEASE KEEP A COPY FOR YOUR RECORDS.

- The following conditions as well as rules and regulations laid down by the show organizers, are part of the Participation Agreement made through the signing of the "Booth Application and Contract Form", as though fully incorporated therein, and each participant, hereinafter referred to as Exhibitor, is bound by each and everyone thereof.
- IMEX Management, Inc., hereinafter referred to as Management, undertakes within the framework of the offer submitted to carry out the project described in the USA Pavilion at SIAL China 2004 Exhibitor Registration File, on the condition that the requisite number of Exhibitors apply.
- USA Pavilion participation is open only to manufacturers, processors or sellers of U.S. food or beverage products and associated services of at least 50% U.S. origin, computed on a volume or value basis.
- 4. Space Assignments: Exhibit space assignments within the pavilion are made on a first-come, first-served basis. No assignment will be official until a completed application and the proper deposit has been received and accepted by Management. The location and layout of the USA Pavilion are subject to change at the sole discretion of the show organizers. The floor plan of the pavilion may also change to fit the total space demand. Space numbers printed in the Pavilion floorplan are for pavilion use only. Exhibit space numbers will be assigned to the Pavilion by the show organizers at a later date.
- 5. Exhibitor agrees to provide their own property and liability insurance, keep a fully equipped, manned booth in the USA Pavilion at all opening hours throughout the show, make payments for exhibit space and additional expenses as scheduled and not to reassign, grant or license the use of Exhibitor's space without written consent from Management.
- 6. Sharing of Booth: Exhibitor agrees to share the assigned booth with no more than one other exhibitor. Management will authorize no more than two companies to be listed on the fascia board and will permit no more than two companies to be represented in the booth. An additional \$500 booth sharing fee will be charged to cover administrative charges.
- 7. Liability: The Exhibitor agrees to indemnify and hold harmless the Management, the Show organizers, the Exhibition Hall Facility and City in which this exhibition is being held, and their Officers, Agents and Employees, against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind resulting from its occupancy of the space contracted herein for by reason of personal injuries, death, property damages, or any other cause sustained by any persons or others. The Management shall not be responsible for loss or damage to displays or goods belonging to Exhibitors whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb, threats or other

- causes. All such items are brought to the Exhibition and displayed at Exhibitor's own risk, and should be safeguarded at all times. The Exhibitor agrees that Management shall not be responsible in the event of any errors or omissions in the listings in the exhibition official directory and in any promotional material. Exhibitor agrees to indemnify Management against and hold it harmless for any claims and for all damages, costs and expenses, including, without limitation, attorneys' fees and amount paid in settlement, incurred in connection with such claims arising out of the acts or negligence of Exhibitor, his agents or Employees.
- 8. Payment Schedule: A deposit of 50% of the total space cost is required with the submission of the application and the balance of 50% must be made by Dec. 1, 2003. No exhibit space assignments will be made to companies who have not paid the proper deposit. Management has the right to replace any exhibitor who has not paid its space in full by Dec. 1, 2003. The cancellation policy listed below will apply in that case.
- 9. Cancellations: In the event the Exhibitor seeks to cancel all or part of this contract, Exhibitor may only do so by giving written notice by certified mail, return receipt requested. In such instance, Exhibitor will still be liable for one-half of the total exhibit fee so long as the written notice of cancellation is received by Management prior to Dec. 1, 2003. If written cancellation notice (by certified mail, return receipt requested) is received by Management on or after Dec. 1, 2003, Exhibitor shall pay a cancellation fee equal to the total exhibit fee. These cancellation fees are considered to be liquidated damages for the injuries Management will suffer as a result of Exhibitor's cancellation. The Exhibitor acknowledges that damages for breach of this contract are difficult to ascertain at the time of this contract's formation and moreover, Exhibitor acknowledges that the agreed upon liquidated damages are a reasonable forecast of compensatory damages in case of breach. The Exhibitor also acknowledges that its withdrawal from its reserved space at a time when other entities would be interested in occupying it will cause Management to sustain damages. In such situation, the Management's damages will be significant, but not precisely calculable. This provision for liquidated and agreed upon damages is not a penalty and therefore the provision for liquidated damages is valid. The date of cancellation should be the postmarked date on such correspondence.
- 10. Force Majeure: In the event of fire, war, public calamity, force majeure or other reasons beyond Management's control preventing all that is indispensable to the staging of the USA Pavilion, Management may decide at any time to cancel all applications for Exhibit Space already filed while notifying the Exhibitors of this decision in writing. Whatever the reasons of such cancellation, the Exhibitors are not entitled to any compensation or indemnity. Funds remaining after payment of all costs will be distributed among Exhibitors proportionately to the amounts paid by them. It is herewith expressly agreed that Exhibitors shall have no rights of preferring claims against Management on any grounds or for any reasons whatsoever.